

Michael Luskin  
Lucia T. Chapman  
Stephan E. Hornung  
LUSKIN, STERN & EISLER LLP  
Eleven Times Square  
New York, New York 10036  
Telephone: (212) 597-8200  
Facsimile: (212) 974-3205

*Attorneys for Plaintiff, Fletcher International, Ltd.*

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

In re:

FLETCHER INTERNATIONAL, LTD.

Debtor.

Case No. 12-12796 (REG)

FLETCHER INTERNATIONAL, LTD.,

Plaintiff,

Adv. Proc. No. \_\_\_\_\_

v.

SS&C TECHNOLOGIES, INC.

Defendant.

**COMPLAINT**

Plaintiff, Fletcher International, Ltd. (“**FILB**”), by and through its undersigned attorneys,  
Luskin, Stern & Eisler LLP, as and for its Complaint against SS&C Technologies, Inc.  
 (“**SS&C**”), alleges as follows:

**Nature of Action**

1. This adversary proceeding seeks to avoid and recover approximately  
\$78,650 in preferential payments that were made by FILB to SS&C.

### **The Relevant Parties**

2. FILB is an entity organized under the laws of Bermuda. It filed a petition for relief under chapter 11 of the Bankruptcy Code on June 29, 2012 (the “**Petition Date**”), in the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”). By order dated March 28, 2014 (the “**Confirmation Order**”) [Docket No. 490], the Bankruptcy Court confirmed the Chapter 11 Trustee’s Second Amended Plan of Liquidation (the “**Plan**”). Pursuant to the Plan and the Confirmation Order, all avoidance actions, including any claims under sections 544, 547, 548, 549 and 553(b) of the Bankruptcy Code remain property of FILB’s estate.

3. Upon information and belief, SS&C is a corporation organized under the laws of the State of Delaware with offices at 675 Third Avenue, New York, New York 10017.

### **Jurisdiction and Venue**

4. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 157 and 1334 insofar as this is a core proceeding under 28 U.S.C. § 157(b).

5. Venue in this District is proper under 28 U.S.C. §§ 1408 and 1409.

### **Facts**

6. Pursuant to an agreement to provide administration services dated March 24, 2010, and an addendum effective April 1, 2010 (together, the “**Services Agreement**”) between SS&C, FILB, and several related funds, SS&C agreed to provide administration and investor services to FILB and the other related funds (together, the “**Funds**”).

7. Pursuant to the Services Agreement, the Funds agreed to pay SS&C on an increasing scale based upon the amount of their total assets, with a minimum of \$25,000 per month for accounting services, and \$300 per year per investor for “investor services.”

8. FILB made the following payments to SS&C during the 90 days prior to the Petition Date in satisfaction of two overdue invoices:

Payment Date	Invoice No.	Payment Amount
4/11/12	335362	\$78,000.00
4/11/12	333250	\$650.00
Total		\$78,650.00

**First Claim for Relief**  
**(Avoidance and Recovery of Preferential Transfers**  
**Pursuant to 11 U.S.C. §§ 547(b) and 550)**

9. Plaintiff realleges and incorporates each of the allegations in paragraphs 1 through 8 as though set forth in full.

10. On or about April 11, 2012, FILB paid SS&C a total of \$78,650.00 in satisfaction of two overdue invoices.

11. The Payments were made to or for the benefit of a creditor.

12. The Payments were on account of an antecedent debt owed by FILB before such transfer was made.

13. FILB was insolvent on the date the Payments were made.

14. The Payments were made within 90 days of the Petition Date.

15. The Payments enabled SS&C to receive more than it would have received if (a) FILB's bankruptcy case was a case under chapter 7 of the Bankruptcy Code; (b) the Payments had not been made; and (c) SS&C received payment of such debt to the extent provided by the Bankruptcy Code.

16. SS&C is an initial transferee as defined in Section 550(a)(1) of the Bankruptcy Code.

17. The Payments to SS&C are voidable pursuant to Section 547(b) of the Bankruptcy Code and can be recovered from SS&C pursuant to Section 550 of the Bankruptcy Code.

18. By reason of the foregoing, the Trustee is entitled to judgment against SS&C in an amount to be determined at trial, but no less than \$78,650.00, plus pre-judgment interest.

**Prayer for Relief**

WHEREFORE, Plaintiff demands judgment as follows:

- A. On its First Claim for Relief, judgment against SS&C in an amount to be determined at trial, but no less than \$78,650.00, plus pre-judgment interest; and
- B. Such other and further relief as the Court deems just and proper.

Dated: New York, New York  
June 27, 2014

Respectfully submitted,

LUSKIN, STERN & EISLER LLP

By: /s/ Michael Luskin  
Michael Luskin  
Lucia T. Chapman  
Stephan E. Hornung

Eleven Times Square  
New York, New York 10036  
Telephone: (212) 597-8200  
Facsimile: (212) 974-3205

*Attorneys for Plaintiff, Fletcher International,  
Ltd.*